

APPENDIX W

This agreement is by and between Kazuo Hashimoto of Hashimoto Corporation, a Japanese Corporation, doing business at 285 Sea Cliff, San Francisco, CA and Daniel Henderson / Innovad Company, doing business at 33300 Mission Blvd. Suite 131, Union City, CA 94587.

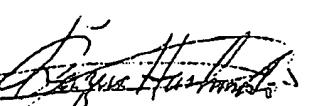
1. Hashimoto Corporation, or Kazuo Hashimoto, is the sole owner of all right, title, and interest to United States Patent Numbers 4,821,308 entitled Telephone Answering System with Paging Function and 4,882,744 entitled Automatic Paging System;
2. Hashimoto Corporation, or Kazuo Hashimoto, is the owner of one-half interest in, and has the right to convey exclusive rights to, United States Patent Number 4,065,642 entitled Message Signaling and Alerting System and Method Thereof issued to McClure;
3. Daniel Henderson and Kazuo Hashimoto have signed a mutual non-disclosure agreement on May 24, 1993 (Exhibit "A") and have had discussions related to a new invention called a Radio Frequency Auto Dialer or Auto Dialer/Pocket Bell Device, also known as "Intellect" or "Intellipager".
4. Kazuo Hashimoto / Hashimoto Corporation agrees to grant Daniel Henderson / Innovad or any related company, a transferable license right under the US Patents 4,065,642, 4,882,744, and 4,821,308 to make, use, and sell pager or pocket bell devices throughout the United States for an initial term of one year from the date of execution of this agreement. This agreement will be renewable at the end of each one year period upon mutual agreement between Kazuo Hashimoto or Hashimoto Corporation and Daniel Henderson or Innovad or any related company.

The first six months of the license grant will be on an exclusive basis for all Pocket Bell or Pager devices. At the end of the initial six months, Kazuo Hashimoto agrees to extend the exclusivity for additional periods based upon satisfactory performance by Daniel Henderson, Innovad or any related company.

Further, Daniel Henderson agrees to submit to Kazuo Hashimoto a report of progress on the development of a prototype unit upon request. Daniel Henderson also agrees to show Kazuo Hashimoto the completed prototype pager / pocket bell dialer as soon as it is completed and prior to disclosure to other parties.

5. In consideration for this license agreement, Daniel Henderson / Innovad or any related company agree to pay to Kazuo Hashimoto, or Hashimoto Corporation, or his foundation royalty payments of 1% (one percent) of all U.S. pager or pocket bell gross sales revenues (X factory). Payment will be made within 60 days after the end of each six month period so long as this license agreement is in effect.

6. This Agreement constitutes the entire agreement and understanding between Kazuo Hashimoto and Daniel Henderson. No modification shall be valid unless in writing and signed by both parties. This agreement does not create an agency, Joint Venture, or Partnership between Kazuo Hashimoto and Daniel Henderson. Witnessed this day,

 Kazuo Hashimoto Title

President 06/24/93 Date

Daniel Henderson Title

Owner 06/17/93 Date

Witness:  License Agreement Page 1 of 1